

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
CHICAGO DIVISION

IN RE: Jameson D Dixon	§	Case No.: 05-36424-SPS-7
Cynthia D Dixon	§	Chapter: 7
Debtor(s)	§	

**REAFFIRMATION AND ADEQUATE PROTECTION AGREEMENT**

Creditor's Name and Address: Capital One Auto Finance  
P.O. Box 93016  
Long Beach CA 90809

Instructions: Attach a copy of all court judgments, security agreements, and evidence of their perfection. File all the documents by mailing them or delivering them to the Clerk of the Bankruptcy Court.

**NOTICE TO DEBTOR**

**This agreement gives up the protection of your bankruptcy discharge for this debt.**

**As a result of this agreement, the creditor may be able to take your property** if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

**You may rescind (cancel) this agreement at any time before the bankruptcy court enters a discharge order, or within sixty (60) days after this agreement is filed with the court, whichever is later, by notifying the creditor that the agreement is cancelled.**

**You are not required to enter into this agreement by any law.** It is not required by the Bankruptcy Code, or by any other law, or by any contract (except another reaffirmation agreement made in accordance with Bankruptcy Code §524(c)).

**You are allowed to pay this debt without signing this agreement.** However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.

If the creditor has a lien on your personal property, you may have a right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court.

**This agreement is not valid or binding unless it is filed with the clerk of the Bankruptcy Court.** If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless 1) you have attended a reaffirmation hearing in the Bankruptcy Court, and 2) the agreement has been approved by the Bankruptcy Court. Court approval is not required if this is a consumer debt secured by the mortgage or other lien on your real estate.



### REAFFIRMATION AGREEMENT

The debtor and creditor named above agree to reaffirm the debt described in this agreement as follows:

#### THE DEBT

Total Amount of Debt When Case was Filed:	22,130.79
Total Amount of Debt Reaffirmed:	22,130.79
Above total includes the following:	
Interest Accrued to Date of Agreement:	9.92
Attorney Fees:	0.00
Late Fees:	0.00
Other Expenses or Costs Relating to the collection of this Debt:	0.00
Description:	
Annual Percentage Rate (APR):	16.450
Amount of Monthly Payment:	493.18
Date Payments Start:	September 26, 2005
Total Number of Payments to be Made:	70
Total of Payments if Paid According to Schedule:	34,522.60
Date Any Lien is to be Released if Paid Per Schedule:	July 27, 2011

The debtor agrees that any and all remedies available to the creditor under the security agreement remain available. All additional terms agreed to by the parties (if any):

Payments on this debt were not in default as of the date on which this bankruptcy case was filed.

This agreement differs from the original agreement with the creditor as follows:

#### CREDITOR'S STATEMENT CONCERNING AGREEMENT AND SECURITY/COLLATERAL

Description of Collateral:	2005 CHEVROLET IMPALA-V6 Sedan 4D
	VIN: 2G1WF52E859135635
Value:	\$ 15950.00
Basis of Source for Valuation:	N.A.D.A. Used Car Guides
Current Location and Use of Collateral:	In Debtor's possession for Debtor's personal use
Expected Future Use of Collateral:	Debtor's personal use

**Check Applicable Boxes:**

- ☒ Any lien described herein is valid and perfected.
- ☐ This agreement is part of a settlement dispute regarding this dischargeability of this debt under Section 523 of the Bankruptcy Code (11 U.S.C. §523) or any other dispute. The nature of the dispute is:

**DEBTOR'S STATEMENT OF EFFECT OF AGREEMENT ON DEBTOR'S FINANCES**

My monthly income (take-home pay plus any other income received) is \$\_\_\_\_\_.

My current monthly expenses total \$\_\_\_\_\_, not including any payment due under this agreement or payment on any debt to be discharged in this bankruptcy case.

I believe this agreement [will] [will not] impose an undue hardship on me or my dependants.

**DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM**

I agree to reaffirm this debt because:

I believe this agreement is in my best interest because:

I [considered] [did not consider] redeeming the collateral under section 722 of the Bankruptcy Code (11 U.S.C. §722). I chose not to redeem because:

I [was] [was not] represented by an attorney during the negotiation of this agreement.

**CERTIFICATION OF ATTACHMENTS**

- ☒ Any documents which created and/or perfected the security interest or lien on any collateral referenced in this agreement are attached hereto.
- ☐ If the documents which created and/or perfected the security interest or lien on any collateral referenced in this agreement are not attached hereto, they are not attached because:

**SIGNATURES**

Debtor:

(Blue Ink) *N/A*  
Jameson D Dixon

Date: *N/A*

Joint Debtor (if any):

(Blue Ink) *Cynthia Ross Dixon*

Date: *10/19/05*

Creditor:

Capital One Auto Finance

By: /s/ *Erich M. Ramsey*

Date: *11/1/05*

**CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)**

I hereby certify (1) that this agreement represents a fully informed and voluntary agreement by the debtor(s); (2) that this agreement does not impose a hardship on the debtor or any dependant of the debtor; and (3) that I have fully advised the debtor(s) of the legal effect and consequences of this agreement and any default of this agreement.

Date: *10/19/05*

(Blue Ink) *David M Siegel*

Attorney for the Debtor(s)

**In The United States Bankruptcy Court For  
The Northern District of Illinois**

**In re: Jameson D Dixon**

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) **Case No.: 05-36424-SPS-7**  
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**SUMMARY EXHIBIT SHEET AND CERTIFICATE OF SERVICE**

**The Following exhibits in reference to the (Motion/Claim Filed) are available upon request:**

- 1) Contract**
- 2) Title**

**Respectfully submitted,**

**Erich M Ramsey  
ATTORNEYS FOR THE  
RAMSEY LAW FIRM, P.C.**